

**JOINT VENTURE AGREEMENT BETWEEN
LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES
COUNTY AND CITY OF LONG BEACH**

This Agreement is made and entered, in duplicate, as of March 20, 2003, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting on March 18, 2003, and authorization of the Board of Education of the Long Beach Unified School District of Los Angeles County adopted at its meeting held on January 21, 2003, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and the LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a public school system created and authorized by the California Constitution and the City Charter ("District").

Whereas, the City's Public Library is committed to meeting the information needs of the City's culturally diverse and dynamic population; and

Whereas, the mission of the District is to ensure the educational success of all students by having high expectations, a commitment to excellence, and a comprehensive program, confirming the belief that all students can learn and become responsible, productive members of a competitive society; and

Whereas, the parties are mutually interested in a quality program of education, community recreation and other civic activities for all citizens of the City and students in the District; and

Whereas, the parties desire to enter an agreement for joint use of library facilities for education, literacy and other joint services to assure maximum and coordinated public use of these facilities; and

Whereas, the City is authorized under Section 111 of its Charter and the District is authorized under Section 10905 of the California Education Code to contract with each other for the purposes of contributing to the attainment of general education programs, community services and other activities for children and adults of the State; and

Whereas, full cooperation between the City and the District is essential in order to guarantee the best programs and services at reasonable expenditures of public funds; and

Whereas, the City intends to apply for funding for a new library under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (“Act”); and

Whereas, with the award of funds from the State the City intends to construct a new public library on Anaheim Street which will include a Family Learning Center (“FLC”) and a Computer Learning Lab (“CLL”) with facilities and services described herein and attached as Exhibits A, B and C; and

Whereas, an extensive community-based needs assessment clearly identified the need for homework support, literacy, and technology training services provided in a FLC and a CLL;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. **Recitals**. The above Recitals are true and correct and are incorporated herein by reference.

2. **Description of Services**. A. The City and the District will join together to provide cooperative services to students and the community at the new MacArthur Park Branch Library ("Library"). The City and the District agree to engage in joint services in at least two areas, Homework Center activities and Computer Center activities. Together these activities comprise the Family Learning Center Program (the "Program"). Program activities will take place in the Family Learning Center and Computer Learning Lab designed for this program. The Program will use a multi-level approach to address the educational and learning needs of the target population. Program components include homework help using trained paid tutors called Homework Helpers, computer-based learning opportunities using a variety of educational software, library resources, textbooks, and parent/school/library support networks which encourage the involvement of parents at the Library and in their children's school work and which support the parents' use of Library resources. Access to the services provided is voluntary on the part of students and their parents.

B. A summary of the Homework Center activities is described as follows:

(i) The Family Learning Center and Computer Learning Lab ("FLC/CLL") will be staffed by a combination of librarians, Homework Helpers, and District staff including teachers and volunteers. Staff and volunteers provided by the

City and the District will be available in the FLC/CLL from 2:30 p.m through 7:30 p.m., Monday through Thursday. Together they will provide assistance with homework for students in grades K through 8.

(ii) Homework Center activities will be based on District/State standards. Activities extending the school day at the FLC/CLL will support efforts to have all students become proficient with their grade level requirements. These activities will accelerate opportunities for students who are not normally progressing by giving them a longer school day.

(iii) Teachers, paraprofessionals and VIPS (volunteers in public schools) trained at the District's schools will work directly with students at the Library to provide homework support using the same guidelines, terminology and materials as used in the classroom. This collaboration will provide a seamless extension to the student's academic day and consistent reinforcement of classroom learning.

(iv) A reading specialist from the District will serve as a liaison to the FLC/CLL to provide personnel at the Library with the same methodologies and materials as those used in the District's classrooms. Specialists have expertise in language development which will be critical to accelerate the progress for the many "English as a second language" ("ESL") students from the neighborhood. The reading specialist from the District will conduct a half-day workshop at the beginning of each school year for Library staff, Homework Helpers, college students and volunteers.

(v) The District will assign a credentialed teacher and paraprofessionals during hours that the FLC/CLL is open to work with parents on how to

access and use educational software with their children. While the curriculum software is self-paced, District's personnel will orient parents on initial skill use.

(vi) The District's students will be oriented to the Program in their respective schools during regular school hours. Parents will also receive information about the Program during Back-to-School and other conferences, and regularly through school bulletins and newsletters. Program information and referrals will be made at key parent meetings.

(vii) The coordination and assignment of off-track, cross-age tutors for homework help will be provided by the District to give these students leadership and community service experience.

C. A summary of Computer Center activities in the Family Learning Center/Computer Learning Lab is described as follows:

(i) Under the direction of a librarian from the Library, the FLC/CLL will be staffed by a combination of City librarians, clerical staff and volunteers recruited from the schools. Librarians will be the primary trainers in the Computer Center activities. Additional volunteers will be recruited as trainers from the District to provide an extension of already existing parent education programs.

(ii) The Computer Center activities will accommodate independent, individual use by both students and the public. These activities will always be supervised by at least one staff member from the Library.

(iii) To increase the English fluency of ESL parents and children and to teach parents how to support the literacy instruction of their children, the City will

provide access to computer software that will enhance their ability to read and write English.

(iv) To enhance accessibility of learning opportunities for adults in the community, the District will provide educational computer software used by the Adult School Literacy Center, which will be installed by the City on all computers in the FLC/CLL. The District has an extensive program for parents held at schools for the development of the English language through the Adult Education program called CBET. Each school will take a field trip to the CLL a minimum of two (2) times per school year.

(v) Information about classes such as CBET and educational software programs will be regularly distributed to parents from each school. The District will provide personnel to staff classes to accommodate interested parents/enrollees.

(vi) The District will provide one (1) teacher for every thirty (30) parents and one (1) teaching assistant for every thirty (30) parents. The FLC/CLL will be closed to the public during orientations for parents by the District, not to exceed four (4) hours per week.

(vii) The City will provide access to the Library at times that are convenient to many parents during evenings and Saturdays, as well as during weekdays. The City will insure that all computer equipment is maintained and technologically upgraded and will provide high-speed Internet access.

3. Location. The FLC/CLL will be located in the Library, which will be built just east, across Gundry Avenue, from the existing Mark Twain Library. The site is located at the intersection of Gundry and Anaheim and is approximately four-tenths

(0.4) mile from Lincoln Elementary School, approximately one-half (0.5) mile from Whittier Elementary School, and one (1) mile from Franklin Middle School. There are seven (7) public schools (including Gaviota Head Start) within the Library's service area.

4. Supervision and Staffing. A. Supervision. A General Librarian II on staff at the Library will supervise the FLC/CLL.

B. Staffing. The Program will be staffed by City librarians and Homework Helpers, a credentialed District after-school teacher, District paraprofessionals, students from local colleges who are required to work in a practicum/service-learning situation, and trained VIPS. Assistance on Saturdays will be provided by City Library staff and "Homework Helpers" sponsored by the Long Beach Public Library Foundation. When appropriate, the District will provide information about special school assignments that require supplemental resources from the public library to the staff at the Library so that the staff at the Library can have these resources prepared ahead of time. The credentialed school librarians at Whittier Elementary School, Lincoln Elementary School and at Franklin Middle School will regularly communicate regarding the special resources needed for special school assignments through faxes, phone calls and e-mails.

5. Ownership. The parties agree that the Library shall remain the property of the City and shall remain under the sole control of the City.

6. Project Costs. A. Capital Costs. The City will fund thirty-five percent (35%) of the eligible costs of the project and one hundred percent (100%) of costs in excess of the standards set forth in Title 5 of the Act. The remaining sixty-five percent

(65%) of the eligible costs of the project shall be funded with monies received under the Act. This Agreement is contingent on receiving State funds under the Act to be used for the construction of the Library. Eligible Project Costs are reimbursable costs authorized in the Education Code, Section 19989 and Section 19995(b), as made specific in the Title 5 Library Bond Act Regulations effective January 4, 2002.

B. Operational Costs. The ongoing operational costs for the FLC and the CLL will be shared by the City and the District as specified in this Agreement. The obligation of the City and the District to provide the ongoing operational costs are contingent on the ability of both the City and the District to meet such obligation through continued State and federal allocations earmarked for such purposes.

C. Other Costs. Each party will pay the costs associated with the time spent by its respective staffs on the Program.

7. Funding. A. The City will provide funding for the Program and for the purchase of furniture and equipment using redevelopment funds and general funds, which may be offset by revenues from the Act. The City will also pay for supplies, software, salaries and training for its staff and volunteers using operating funds and special funding of approximately Twenty-five Thousand Dollars (\$25,000.00) annually from the Long Beach Public Library Foundation.

B. The District will purchase copies of current textbooks and software to support the Program. The District will provide a set of K-8 math textbooks and additional texts as needed. In addition to these resources, the District will pay the salaries of teachers, paraprofessionals, and trained VIPS and for training for Library

staff and parents. The District will also provide staff to serve on the Library/School Shared Use Committee.

8. Operation of the Library. The City shall be solely responsible for the operation, maintenance, management and staffing of the Library. Use of the Library by the District shall be during normal operating hours of the Library. While at the Library, teachers will be supervised by their principal; paraprofessionals and volunteer staff will be supervised by the coordinating teacher.

9. Hours of Operation. Homework center activities will be available to students with special assistance provided for them from 2:30 p.m. until 7:30 p.m., Monday through Thursday and Saturday. The Computer Center activities will be available to students, parents and teachers during regular operating hours of the Library and by special appointment. A regular class schedule in the FLL/CLL will be established by the Library, and will be open to all interested parties. Normal operating hours for the Library will be six (6) days a week, Monday through Saturday, for a total of fifty-four (54) hours per week. The FLC/CLL will provide a total of ten (10) single-seat workstations and six (6) workstations with two seats to allow for a total of twenty-two (22) simultaneous users. As attendance is not mandatory, the Field Act will not apply to the Library.

10. Library/School Partnership Committee. A Library/School Partnership Committee ("Committee") will be formed to identify, evaluate and implement opportunities for joint services. The members of this Committee will be the City's Director of the Department of Library Services, the Manager of Neighborhood Library

Services, the Youth Services Officer, and the librarian in charge at the Library, one member of the Long Beach Public Library Foundation, the District's Assistant Superintendent for Elementary Schools, Supervisor of School Libraries, one teacher from Lincoln Elementary School, from Whittier Elementary School or from Franklin Middle School, and administrators from Lincoln Elementary School, Whittier Elementary School and Franklin Middle School. During the start-up phase, this Committee will meet a minimum of four (4) times in a twelve-month period. The first meeting will be dedicated to establishing the details of the FLC program and a schedule for timely implementation. Regular reviews of service will be conducted every two (2) years by the Committee.

11. Rules. The parties shall follow all rules approved by the City regarding the use and availability of the Library.

12. Safety Criteria. The City will be responsible for the safety and welfare of the public in the Library.

13. Amendments. The parties agree to and shall amend this Agreement to conform to requirements for cooperation established by the Act. Due to changes in technology, it will also be necessary to review the Program and amend this Agreement. Either party can request a review of the services described in this Agreement any time, with the intent to modify the services and amend this Agreement. Otherwise, regular review of services will be conducted every two (2) years by the Committee to ensure that changes are being made to provide appropriate support and

assistance for students. Amendments to this Agreement must be approved by the respective governing bodies of each party.

14. Severability. If any part of this Agreement or the application thereof to either party is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other party or to any person or circumstances shall not be affected thereby.

15. Project Coordination. City and the District shall coordinate and cooperate so that the services provided by each party relate to and supplement each other and avoid duplication or conflict and so that the public may be efficiently and effectively served. The Committee shall be the official body for discussion between the City and the District of all issues having to do with use of the Library for the Program.

16. Indemnification. In accordance with California Government Code Section 895.2, the parties hereby each assume the liability imposed on it, its officials, officers, employees and agents for injury or damage caused by a negligent or wrongful act or omission occurring in connection with or arising from this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2. Except to the extent a defense is provided by an insurer, each party shall defend, indemnify and hold harmless the other party for any claim, demand, cause of action, loss liability, damage, cost or expense that may be imposed on such party solely by virtue of Section 895.2.

17. Nondiscrimination. Subject to applicable laws, rules and regulations, neither party shall discriminate in its performance of this Agreement on the

basis of race, religion, national origin, color, sex, sexual orientation, AIDS, AIDS-related condition, age disability, handicap or Vietnam-era veteran status.

18. Term. The term of this Agreement to provide joint use services shall be a period of 20 years following the construction and opening of the Library. If the State does not award funding for this project, or the City in its sole discretion determines it cannot pursue this project, the City shall have no obligation to construct the Library and this Agreement shall terminate by notice from the City to the District. The term shall commence on the date established in Exhibit D attached hereto and incorporated herein by reference.

19. Notice. Any notice hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at: 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager; with a copy to the Director of Library Services, 101 Pacific Avenue, Long Beach, California 90822; and to the District at 2201 East Market Street, Long Beach, California 90805 Attn: Contracts Officer. Notice shall be effective as to the City when given to the City Manager. Notice of change of address shall be given in the same manner as other notices. Notice shall be deemed given on the date personal service is obtained or on the date deposited in the mail, whichever first occurs.

20. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, pertaining to the subject matter herein.

21. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of California.

22. Assignment. Neither party shall assign this Agreement nor in any manner transfer any rights hereunder.

23. Legal Costs. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

24. 40-Year Public Library. The parties acknowledge and hereby incorporate Education Code Section 19999 and Section 20440(e)(3)(g) of Title 5 of the Library Bond Act Regulations which require that public library direct services be provided for forty (40) years.

25. Miscellaneous. This Agreement is created as a joint effort of both parties and shall not be interpreted against either party as the drafter of the Agreement. This Agreement is not intended to create any benefit or right for any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be duly executed as of the date first stated above.

LONG BEACH UNIFIED SCHOOL DISTRICT OF
LOS ANGELES COUNTY, a public school system
created and authorized by the California Constitution
and the City Charter

_____, 2003

By _____
Chief Business and Financial Officer

“District”

CITY OF LONG BEACH, a municipal corporation

_____, 2003

By _____
Acting City Manager

“City”

This Agreement is approved as to form on _____, 2003.

ROBERT SHANNON, City Attorney

By _____
Deputy

Approved as to form:

Legal Advisor, District

DFG:2-19-03(MacArthurJtVentAGR)02-05657
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EXHIBIT A

THE NEED FOR A NEW ANAHEIM CORRIDOR LIBRARY

The new MacArthur Park Branch Library ("Library") will be a state-of-the-art community center for information, education, recreation and technology. The community participated in surveys conducted both in and outside of the library, through focus groups, and through interviews conducted with community stakeholders. These activities have included all ages and ethnicities represented in the Anaheim Corridor service area. We have learned that the community wants an educational and cultural resource that will be used by many groups of all ages for a wide range of programming, meetings, seminars, clinics, etc.

Through the community based needs assessment, we have learned the following:

1. The needs of this multi-ethnic and largely immigrant community for all services, but especially educational services, are great and have been well documented over a period of twenty years. The Cambodian culture in particular reveres education and defers to educators; however, because of this, Cambodian parents tend to shy away from involvement with schools. In the past, many outreach programs to involve Cambodian and Hispanic parents in school activities have been offered; however, parents have been hesitant going to the schools. The public library is seen as a neutral place where parents do go and through the FLC and the CLL will gradually acquire information about how to help their children with education and support their academic requirements.
2. The educational needs of this diverse community are significant to the District. In order to move the academic achievement of schools in this area out of a Program Improvement status with the State, we need to work as a community to ensure that all the children and their parents make literacy a priority. The FLC will be able to bridge a cultural gap between school and home by serving as a neutral setting for parents. We want to have all children read and compute at grade level. Parents need to know about academic initiatives that will affect their child's grades, promotion and/or retention. Parents need to know what their child should be expected to do in school and how to support them is critical to student academic progress. Parents need to read with their children and to help them with their homework. According to performance data from the District of elementary students in this area, approximately less than half are proficient on basic math facts in addition, subtraction, multiplication and division; and slightly more than half are at grade level in reading.

The strengths of this project are as follows:

This project is unique in that it will serve the state's largest Cambodian community.

Eighty-two percent of the voters of the 6th District supported Prop. 14, the highest percentage of support in the entire city.

Both the past District Superintendent, Carl Cohn, and the current District Superintendent, Chris Steinhauser, have expressed strong support for greater cooperation between the City and the District and are especially supportive of this project given the needs of youth in the Anaheim Corridor service area.

The City has committed staff and resources to the enhancement of programs and services for youth in this City and to the redevelopment of the Anaheim Corridor and is supportive of this joint venture between the District and the City.

FAMILY LEARNING CENTER

The City of Long Beach Public Library (Public Library) and the District have worked together for many years to support formal education, students, their parents and educators. Classes from local schools visit Long Beach public libraries nearly every day to use library resources and take part in library programs. Public librarians make school visits on an annual basis to update students, parents and teachers on library programs.

Each year for the past three years, the Public Library has sponsored “Kids Who Read Succeed,” a library card campaign in partnership with the District. The first year, all 90,000+ students received packets of information and new library cards. These students were encouraged to take these cards to the Public Library to be activated and used. The campaign now targets all Long Beach first graders. Last year’s new first grade card holders checked out more than 28,000 books. The Public Library and the District co-sponsor the annual Authors’ Festival which brings the authors of children’s books to each school. The Public Library and the District have jointly created Home Reading Lists that are used by teachers with students and parents in grades K-8 to encourage the use of the Public Library to support independent reading.

At a time when Long Beach students’ educational test results are below the state and national averages, and when almost fifty percent of elementary school children have limited English proficiency, the City’s Strategic Plan places a high priority on improving the education of its youth. The Plan specifically called for more support for collaborative projects to enhance and increase after-school and weekend programs for youth and to increase the involvement of parents in support of their children.

Through a unique partnership of the Public Library and its Foundation, together with the District, California State University, Long Beach, and numerous corporate and private sponsors, twelve Family Learning Centers (“FLC”) were established in public libraries throughout Long Beach. Twenty thousand students and family contacts were made in the first full year of operation with the total expected to reach 35,000 in subsequent years.

Paid Homework Helpers provide one-on-one homework assistance and other services to students in grades K-8. Students utilize computer-based learning, which allows them hands-on access to new technology and software to improve in the areas of reading, language arts, math and science. In a recent evaluation, two UCLA professors concluded that the Public Library’s innovative FLCs “could serve as a model for libraries nationwide wishing to implement successful after-school homework programs.”

In October, 2002, the Public Library was honored with a League of California Cities 2002 California Cities Helen Putnam Award for Excellence in the category of Community Development and Public Involvement for its FLC program.

The goals of the FLCs are to:

- a) improve a student's basic homework skills;
- b) enhance the student's attitude toward education and learning;
- c) build the quality of the parent-child relationship.

The FLCs use a multi-level approach to address the educational and learning needs of the target population. Components include:

1. Homework Help: After-school tutoring is offered to children in need of assistance with their homework. Trained paid tutors called Homework Helpers provide homework assistance to the children in the areas of reading, language arts, math and science. Helpers explain homework assignment instructions, explain techniques for completing homework and provide basic school supplies necessary for the completion of homework assignments.

2. Computer-based Learning Opportunities: Within the target population for the FLCs, the family usually does not have a computer with Internet access in the home because they cannot afford one. The children do not have hands-on access to new technologies, which puts them at a disadvantage in our increasingly computerized society. Computers, printers, a variety of education and word-processing software and free access to the Internet are provided.

3. Parent/School/Library Support Networks: Parents are encouraged to come to the Public Library with their children and to use the resources of the Public Library to meet their own information and learning needs. Librarians from the Public Library provide outreach and in-house services to students, parents and teachers.

The FLC at Mark Twain Library is currently open weekdays (excluding Mondays) from 2:00 p.m. until 5:30 p.m. on Tuesdays through Thursdays, from 2:00 p.m. until 5:00 p.m. on Fridays, and all day on Saturdays.

EXHIBIT C

COMPUTER LEARNING LAB

It was made very clear that the people who live in the Anaheim Corridor service area have many needs, but the most pressing need is to develop job skills. Ray Worden, Director for the City of Long Beach Training and Employment Development Division, spoke of the “massive disconnect” between the level of skills that people have and the need for skilled labor in the Long Beach workforce. The under-educated and under-skilled workforce problem cannot be ignored. Mr. Worden thinks that the Family Learning Center needs to focus on “the family” and expand to provide side-by-side programs to strengthen basic literacy skills in children, teens and adults to develop job readiness skills. A place for adults to learn English was often requested as well as a place where people can go to write resumes and get training and employment information.

The MacArthur Park Branch Library Computer Learning Lab will utilize the Family Learning Center computers when they are not being used by children. Adults and parents will use them to increase their own skills and knowledge.

1. The Computer Learning Lab will be staffed by a combination of Librarians, Homework Helpers, and volunteers recruited from the schools, under the direction of a MacArthur Park Branch Librarian. Librarians will be the primary trainers in the facility. Additional trainers will be recruited from the LBUSD.
2. The Computer Learning Lab will accommodate independent, individual use by both students and the public. The Lab will always be supervised by at least one Library staff member.
3. In order to increase the English fluency of ESL adults and parents, the Library will provide access to ESL software in the computer center to enhance their ability to read and write in English.
4. The Library will provide access at times that are convenient to many parents, such as evenings and Saturdays, as well as during weekdays.
5. The Library will partner with the LBUSD School for Adults Literacy Center to provide educational computer software used by the Adult School Literacy Center, provided by the District, on all computers in the Center. The Adult School Students will be introduced through class visits at the MacArthur Park Branch Library to the ESL software available in the MacArthur Park Branch Library Computer Learning Lab and will be encouraged to use the Lab to supplement the work that they are doing in the Adult School. Certificates and a book will be given to Adult School students who complete the supplemental program provided through the Computer Lab.

6. Software to enhance life skills, e.g., getting money for college, starting a small business, etc. will be available in the Computer Learning Lab.

7. The Library will assure that all computer equipment is maintained and technologically upgraded as well as providing high-speed Internet access.

EXHIBIT D

This page will be replaced with a new Exhibit “D” which states the commencement date of the term of this Agreement. The establishment of the commencement date and the replacement of this page will occur upon the opening of the Library.